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6-14-1936

## **Motor Car Dealers' Association and Independent Garage Owners Association and Vallejo Auto Mechanics' Union, Local 1492 (1936)**

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## Motor Car Dealers' Association and Independent Garage Owners Association and Vallejo Auto Mechanics' Union, Local 1492 (1936)

Location

Valejo, CA

Effective Date

6-14-1936

Expiration Date

6-14-1937

Number of Workers

82

Employer

Motor Car Dealers' Association and Independent Garage Owners Association

Union

Vallejo Auto Mechanics Union, International Association of Machinists

Union Local

1492

NAICS

44

Sector

Private

Item ID

6178-009b130f010\_08

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

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Machinists # 1492  
Vallejo, Calif  
June - 39

AGREEMENT BY AND BETWEEN the Motor Car Dealers' Association and Garage Owners of Vallejo, Parties of the first part, and Vallejo Auto Mechanics' Local No. 1492, party of the second part.

(1) EFFECTIVE on and after June 14, 1937, all members of the above named Associations hereby agree to be governed by the following specifications covering hours, wage rates, and working conditions of employees coming within the classification named, to wit: Journeymen, auto mechanics, auto machinists, electrical machinists, welders, fender, body and radiator repairmen, trimmers and apprentices, also foremen and testers when using the tools of the trade. Also the following classes of Journeymen Painters: Sanders, rubbers, stripers, and painters. These Journeymen shall have served an apprenticeship or otherwise acquired the knowledge, experience and ability to perform work assigned them within a reasonable time and in a satisfactory manner. Apprentices are those who have been employed to learn the trade. They will be given full opportunity to do so and be advanced as rapidly as their knowledge and fitness merit. One apprentice may be employed in each shop, and one additional apprentice may be employed for each five (5) Journeymen in each shop. Apprentices shall serve four (4) years, and if retained in service at the expiration of that period, shall receive the then current rate of pay for Journeymen in their classification. Seniority shall prevail in reduction of forces or reemployment of men.

(2) EIGHT (8) hours worked within a spread of not to exceed nine (9) hours from 8:00 A.M. to 5:00 P.M. or 9:00 A.M. to 6:00 P.M. shall constitute a day's work. Forty-four (44) hours, consisting of five eight (8) hour days, from Monday to Friday, inclusive, and four (4) hours to be worked on Saturday morning, with all shops closing at Saturday noon, shall constitute a week's work. Employees called for emergency work outside of regular working hours will be paid at overtime rates. No man shall be permitted to work more than five (5) hours overtime per week.

(3) ON ALL OVERTIME work the mechanics shall be paid for at the rate of time and one-half for the first three (3) hours, and double time thereafter. Sundays and holidays shall be considered as overtime, except where regular shifts are maintained for the purpose of emergency service.

(4) ROADWORK shall be paid for at straight time, plus expenses, subject to usual overtime provisions specified above.

(5) JOURNEYMEN'S MINIMUM base rate of pay will be 95¢ per hour. Fender, body and radiator repairmen, and trimmers, \$1.00 per hour. Journeymen Combination men \$1.00 per hour. Sanders and rubbers 80¢ per hour. Journeymen Painters \$1.00 per hour. Testers \$1.00 per hour; foremen when using tools of the trade shall receive not less than ten per cent above the minimum rate for Journeymen. Temporary Mechanics shall receive \$1.00 per hour. Temporary Mechanics shall be defined as mechanics called for less than one week's work, and shall receive not less than one day's pay when called. Nothing herein shall prohibit the paying of a higher rate of pay at the discretion of the employer.

(6) APPRENTICES will be paid as follows: 1st year, 50¢ per hour; 2nd year, 60¢ per hour; 3rd year, 70¢ per hour, and 4th year, 80¢ per hour.

(7) NIGHT SHIFT--Men working night shift or hours other than are specified in Paragraph 2 shall receive ten per cent more than the minimum base rate of pay.



(8) WHERE DEALERS AND GARAGES hold Three A or National Automobile Association franchises, and, or are, maintaining regular shifts for any such service, the duties of such mechanics on these shifts shall be for the express purpose of maintaining emergency service. All other classes of work to be performed during regular working hours. It is understood, however, that men working these shifts will conform to the time schedule set up in Paragraph 2 of this Agreement. Under no circumstances shall any concessions be granted to the above mentioned that would be a disadvantage to any other employer.

(9) THE FOLLOWING DAYS shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. Admission Day when celebrated in Vallejo. When any such holidays fall on Sunday, the day observed by the State or Nation shall be considered as a holiday and paid for as such.

(10) WHEN ADDITIONAL EMPLOYEES are required, the employer shall secure such help through the Union. All employees covered by or specified in this Agreement shall be members of the Union. Should the Union be unable to furnish such help, the employer may secure out-side help, it being understood that such employees shall become members of the Union, in accordance with the By-Laws of the Union, or be replaced by members of the Union when available. It is obvious that local men should be given preference.

(11) THE ASSOCIATION AND, OR, GARAGE OWNERS do agree that the members of the Union may choose from the regular employees in such shops a representative or steward to act on behalf of the members of the Union in such shop, in any capacity assigned to such representative, or steward, by the Union, provided, however, that such activity on the part of such representative shall not interfere with the normal and regular shop operations. The Association and Garage Owners do further agree that officers, business representatives, shop stewards, or members shall not be discriminated against on account of their activities.

(12) THE UNION AGREES to exert every reasonable effort to advance the business of their employers and advocate the public support of such shops displaying the Union Shop Card of the International Association of Machinists.

(13) ANY MATTER relative to this Agreement that is brought before the meeting of the Dealers' Association and, or, the Garage Owners, or the Mechanics' Union No. 1492, which may affect their mutual relations, shall be referred to a joint committee of six (6) composed of three (3) representatives of the Dealers' Association or Garage Owners and three (3) representatives of the Auto Mechanics Union No. 1492, also providing for two (2) alternates for all parties, and consultation must be had before action is taken thereon, and in no case shall final action be taken in any such matter until two weeks have elapsed, no action to be taken in any individual case until investigated by the representatives of both sides, no strike or lockout shall take place until a Federal conciliator has been appealed to.

(14) THE FOLLOWING SYSTEMS of computing wages shall be eliminated from all shops: Flat rate, Piece work, Premium, Merit, Task, Contract, and Bonus Systems.

(15) ANY INDEPENDENT GARAGE man operating in Vallejo must either be a member of the Independent Association or of the Auto Mechanics' Union, No. 1492.

(16) ONE APPRENTICE may be employed in each shop, and where shops employ a Journeyman Painter one (1) additional Apprentice may be employed to assist with paint work. One (1) additional Apprentice may be employed for each five (5) Journeymen employed in each shop.

(17) THIS AGREEMENT SHALL BE in effect for a period of one year from this date of the signing of this Agreement and shall remain in effect thereafter from year to year unless either party hereto should give notice to the other party, in writing, of a desire to change or revise this Agreement. Such written notice shall be presented to the other party not less than thirty (30) days prior to the expiration of the date hereof. During such thirty-day period conferences shall be held looking toward a revision of the Agreement. There shall be no cessation of work or lock-out during such conferences.

PASSED AND APPROVED by Vallejo Central Labor Council

DATED AND ENTERED into this 14th day of June, 1936

For the Association:

For the Garage Owners

For the Union No. 1492



U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

*Machinists 1492*  
*Vallejo, Calif*  
*June-39*

April 25, 1939

Mr. D. J. Anderson, Sec'y  
Int'l Ass'n of Machinists #1492  
220 Fairmont Avenue  
Vallejo, California

Dear Mr. Anderson:

We have in our files a copy of your agreement with Motor Car Dealers and Garage Owners which recently expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 35

Number of union members working under terms of agreement 82

Number of non-members working under terms of agreement 0

Branch of trade covered automotive repair

Date renewed June 14, 1938 Date of expiration June 14, 1939

Please check here if you wish the agreement returned \_\_\_\_\_

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

signed by all members of  
Motor Car Dealer's Association  
Independent Garage Owners Association

APR 23 1931

Mr. J. J. Anderson, Esq.  
Int'l Ass'n of Machine Assemblers  
320 California Avenue  
Vallejo, California

Dear Mr. Anderson:

We have in our files a copy of your statement, dated March 1931, regarding the Motor Car Dealer's Association and the Independent Garage Owners Association.

The subject of your statement is the Motor Car Dealer's Association and the Independent Garage Owners Association. It is a matter of public interest and we are very glad to hear that you are interested in it. We are also very glad to hear that you are interested in the Motor Car Dealer's Association and the Independent Garage Owners Association. We are also very glad to hear that you are interested in the Motor Car Dealer's Association and the Independent Garage Owners Association.

We are also very glad to hear that you are interested in the Motor Car Dealer's Association and the Independent Garage Owners Association. We are also very glad to hear that you are interested in the Motor Car Dealer's Association and the Independent Garage Owners Association.

Respectfully,  
J. J. Anderson

